

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2015 - 78**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE  
AMENDMENT NO. 2 TO THE CONSULTANT SERVICES AGREEMENT BETWEEN  
THE CITY OF FAIRFIELD AND STANTEC CONSULTING, INC., FOR THE CITY  
PARKS LIGHTING PROJECT – PHASE 3 CONSTRUCTION ADMINISTRATION  
SERVICES**

**WHEREAS**, on April 8, 2010, the City of Fairfield entered into a Consultant Services Agreement with Stantec Consulting, Inc., for the City Parks Lighting Project; and

**WHEREAS**, the initial contract amount of \$144,482 has been expended on the City Parks Lighting Project Phases 1 and 2; and

**WHEREAS**, Amendment No. 1 was approved by City Council on November 19, 2013, allowing the construction documents for Phase 3 to be completed; and

**WHEREAS**, the City desires to hire Stantec Consulting, Inc. to provide construction administrative services on Phase 3 of the City Parks Lighting Project.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The Mayor is hereby authorized and directed to execute on behalf of the City of Fairfield, Amendment No. 2 with Stantec Consulting, Inc., for the City Parks Lighting Project, Phase 3 Construction Administrative Services.

Section 2. Amendment No. 2 will increase the fee by \$17,992 for the City Parks Lighting Project for a new total not-to-exceed fee of \$174,474.

Section 3. The Public Works Director is hereby authorized to implement the above mentioned Amendment No. 2 and administer a 10% management reserve to address potential additional items of work for a new total not-to-exceed authorization of \$177,473.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of May 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Nau, T. Price  
MAYOR

ATTEST:  
Karen L. Rees  
CITY CLERK  
pw

**AMENDMENT NO. 2 TO THE AGREEMENT WITH STANTEC  
CONSULTING SERVICES INC. FOR DESIGN AND CONSTRUCTION  
ADMINISTRATION FOR THE CITY PARKS LIGHTING PROJECT**

On April 8, 2010, the City of Fairfield, a municipal corporation, hereinafter referred to as "CITY" and Stantec Consulting Services Inc., hereinafter referred to as "CONSULTANT", entered into an agreement for consulting services for the design and construction administration of the City Parks Lighting Project, hereinafter referred to as "PROJECT".

The original agreement included eight city parks: Allan Witt, Hillview, Sunrise, Veterans, Meadow, Vintage, Ridgeview, and Meadow Glen. Near the end of the Project design process, the City required the Project construction drawings and specifications be split into 3 phases due to available construction budget funding. Phase 1 included Hillview, Sunrise, Veterans, Meadow, and Ridgeview Neighborhood Parks. Phase 2 included Vintage and Meadow Glen Neighborhood Parks, and Phase 3 included Allan Witt Community Park. The Consultant and City have completed the design and construction process for Phase 1 and Phase 2 of the Project. The design of Phase 3 of the Project is complete and the City would like to proceed with the construction phase. Amendment No. 1 did not include construction support services for Phase 3.

The parties do hereby agree to amend the agreement for consulting services as follows:

**I. DUTIES OF CONSULTANT**

**A. Allan Witt Community Park – Phase 3, Construction Support Services**

1. Provide construction services as noted in the original agreement dated April 8, 2010 (H) Bidding and Construction Administration services.
2. Retain the services of geotechnical firm Wallace-Kuhl and Associates, Inc. to perform four light pole footing inspections.

**II. COMPENSATION OF CONSULTANT**

The original Agreement was executed in 2010. The Consultant has requested additional compensation for the changes in scope. The following addresses those changes:

- A. Basis of Compensation.** For and in consideration of the professional services to be provided by CONSULTANT hereunder, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):

For those services described in Section I compensation shall be as shown in Exhibit "A", with additional compensation for this Amendment as follows:

<u>Exhibit "A" Description</u>	<u>Additional Compensation</u>
A. Phase 3 – Allan Witt Community Park	
1. Construction Support Services.....	\$17,992.00

**Additional Compensation Total .....\$17,992.00**

Additional compensation for this Amendment shall be Seventeen Thousand, Nine Hundred and Ninety Two Dollars (\$17,992.00) for a total maximum fee not-to-exceed One Hundred and Seventy Four Thousand, Four Hundred and Seventy Four Dollars (\$174,474.00).

### III. TIME OF COMPLETION

The original agreement end date of August 2011 shall be extended until the date of final acceptance of the Phase 3 construction phase by the City.

Work described in Section I shall be completed as per Phase 3 bid specification.

Except as modified by the above amendment, the provisions of the Consulting Services Agreement dated August 8, 2010 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

21 day of May 2015.

CITY OF FAIRFIELD  
a municipal corporation (CITY)

Sam T. Pucco  
Mayor

By Long Hoang 5/13/15  
Long Hoang, PE  
Stantec Consulting Services, Inc.